



## **NOTICE INVITING TENDER**

**FOR**

**Supply and Installation of GPU+CPU CLUSTER**

***NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH, GUWAHATI***

***DEPARTMENT OF PHARMACEUTICALS, MINISTRY OF CHEMICALS AND FERTILIZERS***

***GOVERNMENT OF INDIA***

***Silavillage, Halugurisuk, Near Dr. Bhupen Hazarika Regional Govt. Film &  
Television Institute, Changsari, Kamrup (R), Assam-781101, India***

***Email: [purchase@niperguwahati.ac.in](mailto:purchase@niperguwahati.ac.in)***

## NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH

(Ministry of Chemicals and Fertilizers, Government of India)

### **General Terms and Conditions applicable for Open Tender Enquiry**

1. All the prospective bidders, before preparing the tender and submitting the same must go through the contents of entire tender document carefully and note the same for compliance. Any deviation or non-compliance of the information/instructions, provided in the tender document may result in treating the tender as non-responsive.
2. The bidders who will be submitting the tenders for imported items which involve foreign currency should clearly indicate that whether they are submitting the tender in the capacity of a manufacturer/soleagent/agent/soledistributor/distributor/dealer/stockist/partner/Indian-counterparts etc.

The manufacturers/principals while submitting the tender directly should indicate the name, address and contact details of their agents in India indicating the services they can offer, confirming the component of Indian agency commission payable to their agents in this particular procurement transaction. In case no Indian agency component is involved, a certificate may please be provided confirming nil agency commission.

The Indian agents representing foreign principals are also expected to provide a certificate confirming the component of Indian agency commission being received by them or **“NO Agency commission payable” certificate.**

The Indian agents are also expected to provide the information of their credentials, technical capabilities of their service engineers to take care of trouble free operation of instrument supplied by them.

The foreign principals who do not have any Indian agents and proposed to submit offers directly should clearly indicate how they are going to fulfil warranty obligations and ensure trouble free performance during warranty period

The bidders who are submitting bids on behalf of their principals/manufacturers must produce documentary evidences like authorization letter given by their principals, copy of the agreement, partnership deed, memorandum of understanding (MoU) etc. Bids submitted by other than the manufacturers without documentary evidence of their linkage with manufacturer may be liable for rejection.

3. Quote should be made in two parts: **Technical bid and financial bid** separately in sealed envelopes and both should be kept in one more outer cover giving indication of tender reference and due date for opening.
- Technical Bid should contain compliance statement of specifications and other important terms like warranty, after sales service facilities, Time required for attending Complaints/Downtime period, Payment terms, Points related with confirmation of credentials of supplier, acceptance for conditions like penalty, Committed delivery period, etc.
  - Quotes should have a minimum validity of 90 days
  - Financial bids for the product whose technical bid is not acceptable will not be opened. Any quote with the financial bid (Cost implications) included in the technical bid is liable for rejection.
  - The sealed envelopes with the quotes should be super-scribed with the enquiry number and whether it is a technical or financial bid and keep them in one more outer cover and seal the same and indicate tender reference and due date for opening.
  - Item wise picture of the items, whenever possible, should be included with the technical bid. Please also ensure attaching relevant technical leaflets etc. .
  - If the vendor is not enclose any brochures/installation reports or any related materials for the compliance of any specification liable to rejection.
  - The delivery period should be specifically stated.
  - Quotes should be made FOR delivery to NIPER-Guwahati, Changsari Campus, Assam. For imported items the clearance has to be handled by the supplier and the institute will only provide documents like Duty exemption certificate, Authorisation etc.
  - Maximum educational discounts applicable to government educational institutes should be provided.
  - Vender should have prior experience for the installation of quoted unit at Central Government Educational and R & D organisations and in North Eastern India in particular.
  - Vendors should clearly mention about the material and (make Indigenous/Imported).
  - The service centre particulars like Address, no of service personal available and their expertise in attending the service calls etc. may be indicated.
  - Installation: the price should be inclusive of full installation on site with full functionality demonstration and training if required by the institute.
  - Installation within 15 days.
  - All envelopes should be marked with enquiry number and description of item.
  - Confirmation of all the above points should be given in the compliance report.

#### **4. Warranty:**

This institute as a matter of policy would like to have Three years comprehensive warranty. While offering three years comprehensive warranty, the suppliers must essentially indicate the breakup cost implications for second year and third year separately.

The payment towards second year and third year, warranty will be paid only after successful completion of warranty obligations at the end of second year and third year, respectively. This is an essential condition for comparing the cost implications of item offered with other bids.

The bidders are expected to supply brand new items. In cases where items are procured from third party as an accessory to the main unit the warranty obligation should get extended to this type of components also. In other words, the bidder/supplier will be directly responsible for fulfilling warranty obligations of entire supply.

The list of consumable items which are not covered under warranty conditions may please be indicated separately for the information of the institute.

Annual maintenance both comprehensive and non-comprehensive, after expiry of agreed warranty period may also please be quoted in terms of percentage cost on the quoted value for main equipment. Suppliers are also expected to indicate per visit service cost in the absence of annual maintenance contract.

5. The bidders should provide item wise technical compliance/deviation statement. If the bidder is unable to show the compliance of specified points in the tender/compliance statement either in the brochure or technical data sheet or instruction manuals, the same compliance statement will not be considered as authentic. Likewise a separate compliance report for warranty, payment terms, readiness to provide performance guarantee, after sales service details, their credentials to be indicated in the compliance report by providing appropriate supporting documents. . The above information should be provided in the technical bid. If the vendor is not enclose any brochures/installation reports or any related materials for the compliance of any specification liable to rejection.
6. The bidders are expected to quote free delivery at NIPER-Guwahati premises price which includes components like packing, freight, forwarding, and delivering the same in good condition at NIPER-Guwahati premises. The bids which do not confirm to the above condition are liable for rejection. The contractual obligations are treated as completed only when all the ordered items are handed over to the institute in ready to use condition and installed and accepted by the user department.
7. To establish the credentials of the bidder, documents like information of installations they have with prestigious government educational/R&D institutes and reputed nationally known private institutes in India and North east region in particular with contact numbers reference numbers of purchase orders, appreciation letters etc. need to be provided along with Technical bid.
8. Bidders must indicate down time period for instruments during warranty period. If any replacements need to be made the same should be done by the bidder at their expense and cost. The institute will provide only required documents. In cases where the repairs made to the instrument/equipment are not satisfactory the purchaser can insist for replacement with a new one in its place during warranty period.

9. **Insurance:** The institute requires insurance coverage on warehouse to warehouse basis to cover all type of *en-route* risks. In other words, the insurance coverage starts from manufacturer's premises to NIPER-Guwahati premises. In order to ensure lodging insurance claim within stipulated time, supplier's authorized representative must be present in the institute on the day of delivery of the consignment, to check the package/s to ensure that the same is received without any externally visible damages.
10. All the ordered items need to be supplied in a single lot and part supplies are not allowed. Institute would like to have Brand new items and in case the item supplied requires repairs/rectifications at the time of installation, the same will not be accepted and supplier must replace the item with a new one.
11. **Payment Terms:** As a matter of policy being a Government institution, no advance payments can be made to suppliers. The following payment terms may please be noted:
- 80% payment after receipt and satisfactory installation, demonstration and acceptance by user department. Balance 20% payment after watching performance for 30 days and after receiving performance bank guarantee to cover warranty obligations.
- a. For imported items: A letter of credit will be established for 100% value with the following stipulations:
- (I) 80% payment will be released against physical delivery of items at NIPER- Guwahati in good condition.
  - (II) 20% balance payment will be released after deducting Indian agency commission component after satisfactory installation, commissioning, demonstration, training etc., acceptance by user department/institute, after watching performance for 30 days and receipt of performance security to cover warranty obligation.
12. **Delivery:** As agreed by the institute and supplier, any delay in delivery of items beyond accepted date may attract penalty/liquidated damages as per tender enquiry/purchase orders. The ordered item needs to be delivered and installed at our new campus at Changsari as per the address given below

**Department of Medicinal Chemistry (MC)**  
**NIPER Guwahati**  
**Sila village, Changsari,**  
**Near Dr. Bhupen Hazarika Regional Govt. Film & Television Institute**  
**P.O. Changsari, Pin 781101, District Kamrup (R), Assam**

13. We expect the bidders to be sincere and honest in providing the information related with procurement to ensure best satisfaction to the purchase

14. All the bids are to be submitted in two bid system i.e. technical and commercial bids separately in different sealed covers. The Bid declaration should be kept in the technical bid cover to avoid its disqualification.

The suppliers are expected to use same proforma for technical and commercial bids. In the technical bid an indication need to be given by indicating xxxxxx at the place of quoted value which can be seen in corresponding commercial bid when the same is opened. This will help institute to know that the rate is indicated for the same in the commercial bid.

15. A. The date and time of pre bid conference: **22 December 2021 at 14:00 PM.**

B. Incorporation of agreed changes/amendments if any in the website on or before **24 December 2021 by 5:00 pm.**

C. Last date for receiving sealed tenders containing technical and commercial bids: **14:00 PM on 17<sup>TH</sup> January 2022.**

D. Opening of bids (technical only): **17<sup>th</sup> January 2022 .at 15.00 PM**

E. Date and time for opening commercial bids of shortlisted suppliers will be informed separately by email.

15. All the correspondence related with the procurement should be addressed to Director, NIPER- Guwahati who is final deciding authority and whose decisions are final.

16. **Make in India Policy:** This Institute is following and abide with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and subsequent amendments to the order. Accordingly, preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.

17. **Requirement of Purchase Preference:** Subject to the provisions of the Order and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

- a. In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs.50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods, services or works is more than Rs. 50 lakhs, the provisions of **sub paragraph b or c**, as the case may be, shall apply.
- b. In the procurements of goods or works which are not covered by **paragraph 17 (a)** and **which are divisible in nature**, the following procedure shall be followed:

- i. Among all qualified bids, the lowest bid will be termed as L1. If **L1 is from a local supplier**, the contract for **full quantity will be awarded to L1.**

ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

In procurements of goods or works not covered by **subparagraph 17(a)** and **which are not divisible**, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local Suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

18. **Director, NIPER-Guwahati** reserves the right to relax any of the conditions in exceptional cases, in the best interest of NIPER-Guwahati. Director further reserves the right to withdraw the tender in whole or part at any stage without assigning any reason

19. All prospective bidders should submit hard copy of tenders in sealed covers with technical bid and commercial bid in different sealed covers. No online/email tenders will be accepted.

## CHAPTER 1

**INVITATION FOR BIDS / NIT**

01. Director, NIPER Guwahati, Silla Village, Changsari, Kamrup (R), Assam, India invites sealed bids from manufacturers, their distributors and if any, for purchase of items listed below.

Sl. No.	Tender No.	Description of items	Quantity	Single/ Double bid	Bid Declaration
01	<b>NIPER-G/ S&amp;P/ 74/ S&amp;P/(RT) GPU+CPU /2021-22</b>	Supply and Installation of GPU+CPU CLUSTER	As listed in Specifications  <b>(Chapter-5)</b>	Two Bid System	<b>Chapter No:9  (SINo:4)</b>

03. Each complete set of bidding document may be downloaded by any interested bidder from the NIPER Guwahati website <http://niperguwahati.ac.in>, CPPortal <https://eprocure.gov.in/epublish/app> free of cost. The bids must reach this office on or before 17<sup>TH</sup> January 2022 up to 14:00 PM and shall be opened on the same day at 15:00PM.
06. A Pre-bid Conference will be held on **22 December , 2021 at 14:00 hours** at NIPER Guwahati. All prospective bidders are requested to kindly submit their queries to the email address [purchase@niperguwahati.ac.in](mailto:purchase@niperguwahati.ac.in) so as to reach the Stores & Purchase section latest by **December 21<sup>ST</sup> December, 2021 up to 5:00pm**. Amendment, if any, in the tender document shall be published at **5:00pm on or before 24/12/2021**.
05. All bids must be accompanied by a bid declaration as specified above and must be delivered to the above office at the date and time indicated above. Bids will be opened in the presence of Bidders' authorized representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
06. The Director, NIPER-Guwahati reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons there for.



### **Critical date Sheet**

1	Date of Publication of the Tender Document	<b>17.12.2021</b>
2	Starting Date of Downloading of Tender Document	<b>17.12.2021 (17:00 PM)</b>
3	Pre Bid Meeting and site Visit	<b>22.12.2021(14:00 PM)</b>
4	Ending Date of Bid Submission	<b>17.01.2022(14:00 PM)</b>
5	Opening Date of Technical Bid	<b>17.01.2022(15:00 PM)</b>
6	Opening Date of Financial Bid	<b>Will be Intimated Later</b>

## **CHAPTER 2**

### **INSTRUCTIONS TO BIDDERS**

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**A. Introduction**

**1.1. Eligible Bidders**

- 1.1.1 This Invitation for Bids is open to all suppliers.
- 1.1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.1.3 Bidders who have been blacklisted / suspended by the purchaser are ineligible to quote. The quotes of such firms shall be summarily rejected.
- 1.1.4 **A supplier or bidder shall be considered to be from a country if**
- (i) The entity is incorporated in that country, or
- ii) A majority of its shareholding or effective control of the entity is exercised from that country;  
or
- (iii) More than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.
- 1.1.5 **MSEs would be treated as owned by Scheduled Caste/Schedule Tribe enterprises as under:**
- (a) In case of proprietary MSE, proprietor(s) shall be SC /ST.

(b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit.

(c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters

## **1.2 Cost of Bidding**

1.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **1.3 Fraud and corruption**

1.3.1 The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

"Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

"Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

"Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels; and

"Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

1.3.2 The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

## **B. The Bidding Documents**

### **1.4 Cost of Bidding Documents**

1.4.1 Interested eligible bidders may purchase the bidding documents on payment of the cost of bidding documents as indicated in the invitation for bids/NIT or alternatively, the bidding documents can be downloaded from our Website, CPP Portal as indicated in the Invitation for Bids/NIT free of cost.

### **1.5 Content of Bidding Documents**

1.5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids have been divided into 8 chapters as under:

- Chapter 1: Instructions to Bidder (ITB)
- Chapter 2: General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)
- Chapter 3: Schedule of Requirements
- Chapter 4: Specifications and Allied Technical Details
- Chapter 5: Price Schedule Forms
- Chapter 6: Qualification requirements
- Chapter 7: Contract Form
- Chapter 8: Other Standard Forms comprising:
  - (a) Bidder Information Form
  - (b) Original Equipment Manufacturer Form(OEM)
  - (c) Manufacturer's Authorization Form (MAF);
  - (d) Bid Declaration Form
  - (e) Performance Statement form
  - (f) Deviation Statement Form;
  - (g) Service Support details;
  - (h) Bid form
  - (i) Performance Security Form;
  - (j) Acceptance Certificate Form
  - (k) Integrity pact

1.5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

## **1.6 Clarification of bidding documents**

1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing sufficiently in advance at the Purchaser's address specified in the Special Conditions of Contract (SCC), latest by the date specified in the Invitation for Bids / NIT which would be deliberated as per Clause 1.42.0 of Instructions to the Bidders. No request for clarification or query shall be normally entertained after the pre-bid conference. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under Clause relating to amendment of Bidding Documents and Clause relating to Deadline for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the Purchaser, CPP Portal for the benefit of the other prospective bidders.

## **1.7 Amendment of Bidding Documents**

1.7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment as enumerated in Clause 1.42.0 of Instructions to the Bidders. The same would also be hosted on the website of the Purchaser and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.

1.7.2 In order to allow prospective bidders' reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the Purchaser.

## **C. PREPARATION OF BIDS**

### **1.8. Language of Bid**

1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in either English or Hindi language only.

1.8.2 The Supplier shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Supplier.

### **1.9. Documents Comprising the Bid**

1.9.1 The bid prepared by the Bidder shall include:

- a. Bidder Information Form; (Technical Bid);
- b. Bid Declaration as specified in the Invitation to Bids; (Technical Bid);
- c. Service support details form; (Technical Bid);
- d. Item wise Technical compliance statement along with deviation statement.

[Technical literatures, leaflets, Technical brochures, Photograph of instrument offered, Appreciations letter etc. (to be enclosed with Technical bid)]

- e. Performance Statement Form; (Technical Bid);
- f. Original Equipment manufacturer Form; (Technical Bid);
- g. Manufacturer's Authorization Form; (Technical Bid);

- h. Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; (Technical Bid);
- i. Bid form; (Commercial Bid only);
- j. Documents establishing goods eligibility and conformity to bidding documents; (Technical Bid);
- k. Applicable Price Schedule Form; (Commercial bid only);
- l. Schedule of requirements. (Technical Bid);
- m. Copies of Purchase orders executed with prestigious Government and other reputed institutions. (Commercial bid)
- n. Documents establishing goods eligibility and conformity to bidding document; indicating the Indian Customs Tariff Number (ICT & HSN No.) (Technical Bid);
- o. Self-certification that the item offered meets the minimum local content of 50% and shall give details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy. (if applicable) (Technical Bid);
- p. Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not. (Technical Bid);

**1.10. Bid form and price schedule**

1.10.1 The bidder shall complete the Bid Form and the appropriate price schedule form furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form and the appropriate Price Schedule form shall be submitted in accordance with Clause 1.18.3 of the bidding documents.

**1.11. Bid Prices**

1.11.1 The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods it proposes to supply under the contract.

1.11.2 Prices indicated on the price-schedule form shall be entered separately in the following manner. **If a firm quotes NIL charges /consideration, the bid shall be treated as unresponsive and will not be considered.**

**(a) For Goods manufactured within India**

- **The price should be quoted in INR only. GST payable extra.**
- **The price quoted shall be for supply, delivery and Installation at specified room of NIPER Guwahati -Assam**
- The packing, forwarding, freight, insurance and transportation commissioning charges, if any extra may be quoted as specified in the price schedule form..
- The installation, commissioning, cost of spares if any, cost of optional items if any and training charges including any incidental services, if any.

**(B) For Goods manufactured abroad**

(i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the price schedule form.

(ii) The charges for insurance and transportation of the goods to the port/place of destination both by Air and Ocean.

(iii) The agency commission charges, if any.

(iv) . The installation, commissioning, cost of spares if any, cost of optional items if any and training charges including any incidental services, if any.

1.11.3 The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.

1.11.4 **Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.**

1.11.5 The price quoted shall remain fixed during the warranty period and shall not vary on any account

1.11.6 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.

1.11.7 This Institute is exempted from payment of Customs Duty and will provide **DSIR duty exemption certificate**.

The Purchaser Is registered with **Dept. of Scientific & Industrial Research**, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification no. 54/2002-Customs on all imports covered under notification No.**51/96-Customs dated 23.07.1996** Notification No.47/2017-Integrated Tax (Rate) and Notification No.**45/2017- Central Tax (Rate) both dated 14th November, 2017**.

**Note: All payments due under the contract shall be paid after deduction of statutory levies at source (like TDS, etc.) wherever applicable.**

Please state specifically in your offer whether the duties and taxes are extra over the prices quoted, failing which it will be presumed that the prices are inclusive of taxes and duties and no claim would be entertained for statutory variations at a later date.

## **1.12. Bid Currencies**

1.12.1 Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries.

## **1.13. Documents Establishing Bidder's Eligibility and qualifications**

1.13.1 The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.



1.13.2 The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that;

(a) The bidder meets the qualification criteria listed in bidding documents, if any.

(b) Bidder who doesn't manufacture the goods it offers to supply shall submit Manufacturers' Authorization Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods. In addition the agreement between original manufacturer and authorized Indian agency must also be provided.

(c) In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

1.13.3 **Conditional tenders / offers shall not be accepted.**

#### **1.16. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

1.16.1 To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

1.16.2 To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

- a. A detailed description of the essential technical and performance characteristics of the goods;
- b. A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced- bid ; and
- c. An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

1.16.3 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

#### **1.15. Bid Security**

1.15.1 This Institute is following and abide with the Public Procurement (Bid Security /Earnest Money Deposit), Order 2020, issued by Ministry of Finance Order No. No. F.9/4/2020-PPD dated 12<sup>th</sup>

November 2020. Accordingly, Bid Security Declaration should be kept in the Bid Documents. If the Bidder fails to submit the Bid declaration as mentioned in the tender document the bid cannot be treated as valid bid for further processing.

**1.16. Period of Validity of Bids**

- 1.16.1 Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 1.16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by telex, fax or e-mail).
- 1.16.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

**1.17. Format and Signing of Bid**

- 1.17.1 The bids may be submitted in single envelop or in two parts as specified in the Invitation for Bids.
- 1.17.2 In case the bids are invited on single envelop basis, then the Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 1.17.3 In case the bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts. One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the priced-bid comprising bid form and price schedules. The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate.
- 1.17.4 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- 1.17.5 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

**1.18**

**Purchase Preference Policies**

The purchaser is bound to give product reservation/purchase preference/price preference in line with current Govt. of India procurement policies to help inclusive national economic growth by providing long term support to Micro and Small enterprises and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements

**D Submission and sealing of Bids**

**1.19. Submission, Sealing and Marking of Bids**

- 1.19.1 The bidders may submit their duly sealed bids generally either by speed post or by hand.
- 1.19.2 In the case of bids invited on single envelop basis, the Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". The envelopes shall then be sealed in an outer envelope.
- 1.19.3 In the case of bids invited on two part basis, the Bidder shall seal the un-priced commercial and technical bid comprising the documents as listed in ITB 1.9.1 excepting for h& j and the priced bid in two separate envelopes duly marked as "Technical bid" and "priced bid". Both the envelopes shall then be sealed in one outer envelope.

1.19.4

(a) The **inner and outer envelopes** shall be addressed to the Purchase Officer, Stores & Purchase, National Institute of Pharmaceutical Education and Research, Guwahati, Silakatur, changsari-781101.

(b) Bear the name and address of the bidder, Tender No., due date and a warning "Do not open before" to be completed with the time and date as specified in the invitation for bids.

1.19.5 If the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to the Purchase Officer of Stores & Purchase before expiry of the due date and time of opening of the bids.

1.19.6 Firms submitting bids in a single envelope against the requirement of two-bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid would be sealed immediately by the Tender Opening Committee without disclosing the price.

#### **1.20. Deadline for Submission of Bids**

1.20.1 Bids must be received by the Purchaser at the address specified at Clause 1.18.4 (a) not later than the time and date specified there in. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

1.20.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **1.21. Late Bids**

1.21.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.

1.21.2 Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.

**1.22. Withdrawal, substitution and Modification of Bids.**

1.22.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 1.18 duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 1.17.4 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- a. Submitted in accordance with ITB Clauses 1.17 and 1.18 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION"; and
- b. Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 1.19.

1.22.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 1.22.1 shall be returned unopened to the Bidders. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

**E. Opening and Evaluation of Bids**

**1.23 Opening of Bids by the Purchaser**

1.23.1 The Purchaser will open all bids one at a time in the presence of bidders' authorized representatives who choose to attend, as per the schedule given in invitation for bids. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.

1.23.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

1.23.3 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening,

except for late bid(s). The contents of the bid forms and price schedules would however be announced only at the time of opening of Priced-bids in the case of two-bid system.

1.23.4 Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.

1.23.5 **Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the purchaser at the time of bid opening.**

#### **1.26. Confidentiality**

1.26.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

1.26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

#### **1.25. Clarification of Bids**

1.25.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

#### **1.26. Preliminary Examination**

1.26.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 1.9 have been provided, and to determine the completeness of each document submitted.

1.26.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Bid Form and Price Schedule, in accordance with ITB Clause 1.10;

(b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

- a. The Bid is unsigned.
- b. The Bid validity is shorter than the required period.
- c. The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.

- d. Bidder has not agreed to give the required performance security.
- e. The goods quoted are sub-standard, not meeting the required specification, etc.
- f. Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
- g. The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.

### **1.27 Responsiveness of Bids**

- 1.27.1 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:
- (a) Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (b) Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (c) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 1.27.2 The purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 1.27.3 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

### **1.28 Non-Conformity, Error and Omission**

- 1.28.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid that do not constitute a material deviation.
- 1.28.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 1.28.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1.28.4 Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

### **1.29 Examination of Terms & Conditions, Technical Evaluation**

1.29.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

1.29.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 1.14, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

1.29.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 1.26, it shall reject the Bid.

### **1.30 Conversion to Single Currency**

1.30.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening in the case of single part bidding and the rates prevalent on the date of opening of the Priced bids in the case of two-part bidding. For this purpose, exchange rate notified in [www.xe.com](http://www.xe.com) or [www.rbi.org](http://www.rbi.org) or any other website could also be used by the purchaser.

### **1.31 Evaluation and comparison of bids**

1.31.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

1.31.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.

1.31.3 The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

#### **For goods manufactured in India**

(i) The price of the goods quoted **FOR Destination NIPER-Guwahati**

(ii) GST which will be payable on the goods if the contract is awarded.

(iii) Charges transportation, insurance and other local services required for delivering the goods at the desired destination.

(iv) The installation, commissioning, cost of spares if any, cost of optional items if any and training charges including any incidental services, if any.

For goods manufactured abroad

(i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the bidding document.

(ii) The charges for insurance and transportation of the goods to the port/place of destination.

(iii) The agency commission etc., if any.

(iv) The installation, commissioning, cost of spares if any, cost of optional items if any and training charges including any incidental services, if any.

1.31.4 The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However, the CIF/CIP prices quoted by any foreign bidder shall be loaded further as under:

(a) Towards customs duty and other statutory levies—as per applicable rates.

(b) Towards custom clearance, inland transportation etc. - 2% of the CIF/CIP value.

**Note: Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offers shall be rejected as incomplete.**

1.31.5 In the case of Purchase of many items against one tender, which are not inter- dependent or, where compatibility is not a problem, normally the comparison would be made on FOR-Destination (in case of Indigenous Items ) and on FOB / FCA (in the case of imports) prices quoted by the firms for identifying the lowest quoting firm for each item.

1.31.6 Orders for imported stores need not necessarily be on FOB/FCA basis rather it can be on the basis of any of the incoterm specified in ICC Incoterms 2000 as may be amended from time to time by the ICC or any other designated authority and favourable to NIPERs/ Concerned Ministry

1.31.7 Wherever the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF / CIP basis only.

1.31.8 The GCC and the SCC shall specify the mode of transport i.e., whether by air/road/rail/ocean.

1.31.9 **In case optional items are specified in the tendered specifications, the purchaser reserves the right to buy or not to buy the optional items. In case, the option is exercised to buy the optional items, after bid opening, then the cost of the optional items would be included to ascertain the lowest evaluated responsive bid. In case, the option is exercised not to buy the optional items, then the cost of the optional items would not be included in ascertaining the lowest evaluated responsive bid.**

Note: Bidders not quoting for the optional items entail the risk of their offer being summarily ignored on the event the purchaser decides to buy the optional items after tender opening.



**1.31.10**The Purchaser shall compare all substantially responsive bids to determine the lowest valued bid, in accordance with ITB Clause 1.30.

**1.31.11**

**Purchase preference shall be given to all local suppliers in all procurements undertaken by the purchaser in the following manner:**

- (a) Where the purchaser has restricted the eligibility of suppliers to Indian suppliers only, as per para 06 of the invitation to bid/NIT. This is applicable only for those items for which the Nodal Ministry has communicated that there is sufficient local capacity and local competition for the cost of procurement up to Rs. 50.00 lakhs.
- (b) **If the tendered items are not listed by the Nodal Ministry indicating the local capacity and local competition, the following procedure of evaluation shall be followed, irrespective of value:**
  - (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
  - (ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity, subject to the local supplier 's quoted price which should fall within the margin of purchase preference of 20%. The contract for that quantity shall be awarded to such local supplier, who matches the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on. The contract shall be awarded accordingly. In case some quantity is still left uncovered on the part of local suppliers, the balance quantity may also be ordered to the L1 bidder.
- (c) **If the tendered item is not divisible, the following procedure of evaluation shall be followed:**
  - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1. 336
  - ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price, subject to local supplier's quoted price falling within the margin of purchase preference of 20%. Accordingly, the contract shall be awarded to the local supplier matching the L1 price.
  - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price. This may be repeated until all the local suppliers are given an opportunity to match the L1 price. The contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference match the L1 price, the contract may be awarded to the L1 bidder.

1.31.12

**Further, In tender, where the items are divisible, the participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty five) per cent of total tendered value. The 25 (twenty five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band.**

**1.31.13.**

Within this 25% (Twenty five Percent) quantity, a purchase preference of 25 (twenty five) per cent out of 25 (twenty five) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Further, out of the total annual procurement from the MSEs, (3%) three percent from within the 25% target shall be earmarked for procurement from MSEs owned by women. Provided that, in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE.

**1.31.14.**

In case the items are not divisible, then the MSE quoting price within price band L1 + 15% may be awarded for full/complete supply of total tendered quantity to MSE, considering the spirit of the policy for enhancing the Government procurement from MSEs

**1.32 Contacting the Purchaser**

1.32.1 Subject to ITB Clause 1.24, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

1.32.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

**1.33 Post qualification**

1.33.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 1.13.

1.33.2 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

1.33.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

**F AWARD OF CONTRACT**

**1.34 Negotiations**

1.34.1 There shall not be any negotiation normally. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers total amount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

**1.35 Award Criteria**

1.35.1 Subject to ITB Clause 1.37, the Purchaser will award the purchase order to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the website of the Purchaser.

**1.36 Purchaser's right to vary Quantities at Time of Award**

1.36.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 30% within the delivery period.

**1.37 Purchaser's right to accept Any Bid and to reject any or All Bids**

1.37.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

**1.38 Notification of Award**

1.38.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.

1.38.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.

1.38.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 1.41, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

**1.39 Issuing OF PO**

1.39.1 Promptly after notification, the Purchaser shall send the successful Bidder the PO.

**1.40 Order Acceptance**

1.40.1 The successful bidder should submit Order acceptance within 15 days from the date of issue, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1.15.11 of ITB.

1.40.2 The order confirmation must be received within 15 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation/PS are not received, the

purchase order shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

#### **1.41 Performance Security**

1.41.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security (PS) in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.

1.41.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

1.41.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India .

1.41.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder

#### **1.41.5 The Performance security shall be in one of the following forms:**

(a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/ Scheduled bank located in India or a foreign bank with preferably its operating branch in India in the form provided in the bidding documents.

Or

(b) A Banker's cheque or Account Payee demand draft in favour of the purchaser.

Or,

(c) A Fixed Deposit Receipt pledged in favor of the Purchaser.

1.41.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

1.41.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

**1.41.8 "The Bank Guarantee issued by the bank must be routed through SFMS platform as per following details:**

**1. MT 760/MT 760COV for issuance of Bank Guarantee.**

**2. MT 760/MT 767COV for amendment of Bank Guarantee.**

**The above message/ intimation shall be sent through SFMS (indicating the contract number) by the Bank Guarantee issuing bank branch to HDFC Bank, Adabari Branch; IFSC-HDFC0009310; Swift code-HDFCINBBCAL; Branch Address- AdabariTiniali; UN Enclave, Guwahati-781012."**

**1.42.0 Pre-bid Conference**

1.42.1 A Pre-bid Conference shall be held as indicated in invitation to bid. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate the purchaser the proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries (with envelope bearing Tender No. and Date on top and marked "Queries for Pre-bid Conference") so as to reach the purchaser as indicated in invitation to bid. The purchaser shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. These proceedings will become a part of clarifications / amendments to the bidding documents and would become binding on all the prospective bidders. These proceedings would also be hosted on the Institute website, CPP portal for the benefit of all the prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the purchaser's website after the Pre-bid Conference, in order to enable them take cognizance of the changes made in the bidding document.

## CHAPTER 3

### Qualification Requirements

The bidder shall furnish documentary evidence to demonstrate that the bidder satisfies the following bidders' eligibility criteria.

- a) The Bidder should be a manufacturer/authorized representative of a manufacturer who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". The MAF,OEM must be enclosed with the technical bid. Such equipment's must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening.

'The bidder' must have an annual capacity to manufacture and supply (/erected/ commissioned)at least \_\_\_\_\_ (The Qualifying Quantity

- b) The Indian Agents of foreign manufacturers/ suppliers quoting directly on behalf of their principals for items appearing in the restricted list of the current EXIM policy of the Govt. of India (c) Either the Indian Agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. However, the offer of the Indian Agent should also accompany the authorization letter from their principal. Further, to maintain sanctity of tendering system one Indian agent cannot represent two different foreign principals in one tender.
- c) The bidder should have supplied and Installed Similar Equipment to **Centrally Funded Technical Institutions / National Laboratories/CSIR Research Institutes** (IITs, CSIR, NIPERS, AIIMS, NITs, IISCs, IISERs, IIITs etc.) in the last three years (01 April 2017 -31 April 2021 or after) and should provide Purchase Orders of those as documentary evidence. Further, the bidder must provide a certificate of satisfactory performance from the organization to which they have recently supplied. Contact details of the faculty/person-in-charge of the installed setup must also be provided.
- d) The Bidder should furnish the information on all past supplies and satisfactory performance in the proforma (Performance Statement Form).
- e) Bidders shall invariably furnish documentary evidence (client's certificate) in support of the satisfactory operation of the equipment.
- f) Details of Service Centres and information on service support facilities that would be provided after the warranty period (in the Service Support Form).
- g) That adequate and specialized expertise is already available or will be made available following the execution of the contract in the Purchaser's country, to ensure that the support services are responsive and adequate as per ITB 13.2(c).

- h) Bidder Firm (manufacturer or principal of authorised representative) should not have suffered any financial loss for more than one year during the last three years, ending on 'The Relevant Date'.
- i) The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on 'The Relevant Date' and also ii) should have not eroded by more than 30% (thirty percent) in the last three years, ending on 'The Relevant Date'.
- j)

**Applicability in Special Cases:**

a) Applicability to 'Make in India' :

Bidders (manufacturer or principal of authorised representative) who have a valid/approved ongoing 'Make in India' agreement/ program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

- i) Their foreign 'Make-in-India' associates meet all the criteria above without exemption, and
- ii) The Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.
- iii) the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

**b) Authorized Representatives:**

Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:

- i) Their principal manufacturer meets all the criteria above without exemption, and
- ii) the principal manufacturer furnishes a legally enforceable tenderspecific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and
- iii) the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 'The Relevant Date'.

**c) For Existing Successful Past Suppliers:**

In case the bidder (manufacturer or principal of authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past \_\_\_\_ procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past.

**d) Joint Ventures and Holding Companies:**

Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

**Note for Bidders:**

- a) 'Doctrine of Substantial Compliance': The Pre-Qualification Bidding (PQB) and Pre- Qualification Criteria (PQC) are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the PQB and PQC. Keeping this caveat in view, interpretation by the Purchaser would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.
- b) The Bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.
- c) In case of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer. There can be only one bid from the following:
  - i) The Principal manufacturer directly or through one Indian agent on his behalf; and
  - ii) Indian/foreign agent on behalf of only one principal.

Along with all the necessary documents/certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.

Supporting documents submitted by the bidder must be certified as follows:

- i) All copy of supply/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/National Small Industries Corporation (NSIC)/ manufacturing licence; annual report, etc., in support of experience, past performance and capacity/capability should be authenticated by the by the person authorised to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.
- ii) All financial standing data should be certified by certified accountants, for example, Chartered Accountants/Cost Accountants or equivalent in relevant countries; and Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number.



A bidder or any of its affiliates who participated as a consultant in the preparation of the design or technical specifications of the contract i.e. the subject of the bid; cannot participate in the bidding process.

Indian agents quoting on behalf of its foreign principal need to submit a copy of the agency agreement with the foreign principal detailing the services to be rendered by them on behalf of the principals, failing which its bid shall not be considered.

Foreign bidders to disclose the name and address of agent and representatives in India and Indian bidder to disclose their foreign principal or associates.

**CHAPTER 4**

(To be filled by the bidder as appropriate and enclosed with the Technical Bid)

**SCHEDULE OF REQUIREMENT**

Sl. No.	Brief Description of goods and services	Quantity	Physical Unit	Final destination/ Place (FOR NIPER-G)	Delivery Schedule (to be filled by the bidder)	Time frame required for conducting installation, commissioning of the eqpt., acceptance test, etc. after the arrival of consignment  (to be filled by the bidder)

Term of delivery : FOR/FOB / FCA / CIF / CIP: .....

Period of delivery shall count from : .....

(to be filled by the bidder)

Scope of Supply : .....

Standards : .....

Training requirement : .....

(Location, no. of persons, period of training, nature of training)

Date : .....

Place : .....

**Signature of the Bidder**

**Notes for Bidders:**

(1) The delivery schedule shall clearly indicate the time period within which the successful bidder must deliver the consignment in full from the date of establishment of LC or from the date of contract or from the date of advance payment etc. It should also indicate separately the time period desired for installation and commissioning of the equipment after arrival of the consignment at the premises of the Purchaser.

(2) The date or period for delivery should be carefully specified, taking into account

(a) The implications of delivery terms stipulated in the Instructions to Bidders pursuant to the Incoterms rules (i.e., EXW, or CIF, CIP, FOB, FCA terms— that “delivery” takes place when goods are delivered to the carriers), and

(b) The date prescribed herein from which the delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit, date of releasing advance payment etc.)

## CHAPTER 5

### **Specifications and Allied Technical Details for the GPU+CPU CLUSTER**

- i. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified here.
- ii. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination.
- iii. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection
- iv. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- v. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- vi. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- vii. With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent, if any, shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after customs clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/ Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.
- viii. Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance Manuals together with Drawings of the goods and equipment built. These shall be in such details as will enable the Purchase to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- ix. The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.
- x. Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the Purchaser.
- xi. On successful completion of acceptability test, receipt of deliverables, etc. and after the Purchaser is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment.

#### **Manufacturer's Inspection Certificate`**

After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser reserves the options to be present at the supplier's premises during such inspection and testing.

### **Acceptance Test**

The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at Purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.

On the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser. Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier. The acceptance tests at the final destination include the following:

(a)

(b)

Training Free training should be imparted to \_\_\_\_ No. of persons of the purchaser at the purchaser's premises for a period of \_\_\_\_\_ days on operation, trouble shooting and maintenance of the supplied item.

### **Warranty**

The warranty of the equipment should be for a period of 36 months from the date of acceptance. During the warranty period upgrades of the software, if any should be provided free of cost.

### Specification for GPU+CPU

GPU+CPU specifications for new indent

Sl. No.	Item Description	Quantity (Nos)
1.	<b>Master Node with the following configuration or higher</b>	1
2.	CPU: Intel Xeon Gold 5218R 20C 125W 2.1GHz Processor, 8 cores or higher	2
3.	Chassis 2.5" with 8 Bays	1
4.	RAM: 96GB or more ECC DDR 4, 2933MHz scalable up to 4TB, multi-bit error protection with fault tolerance	1
5.	Chipset: Compatible with Intel processors	1
6.	Operating system: opensource Linux (CentOS or Ubuntu).	1
7.	Management port: 10Gb 2-port Base-T LOM	1
8.	Hard disk storage: minimum 10 TB SAS disk or equivalent, with fault tolerance.	1
9.	Toolless Slide Rail, basal rail	1
10.	PCI slot: total 3 PCI with minimum of two 16 x full height full length.	
11.	Power supply: Redundant, hotswap energy efficient (minimum 90 %).	1
12.	Necessary power cables, network (ethernet, LAN) cables and other accessories.	1
13.	Fans: redundant and hotswap	1
14.	System Management: Advanced failure analysis support for CPU, HDD, power supply, fans, LED diagnostics, automatic restart and management port.	1
15.	Accessories like monitor, keyboard, mouse.	1
16.	Certification BIS certification	1
17.	<b>Compute CPU Node with the following configuration or higher</b>	1
18.	CPU: Intel Xeon Gold 5218R 20C 125W 2.1GHz Processor, 16 cores or higher with 32 threads or higher.	2

19.	Chassis 2.5" with 8 Bays	1
20.	Chipset: Compatible with Intel processors	
21.	RAM: 256 GB or more ECC DDR 4, 2933MHz scalable up to 4TB, multi-bit error protection with fault tolerance	1
22.	RAID 530-8i PCIe 12 Gb Adapter, 8GB cache memory.	1
23.	Hard disk storage: minimum 10 TB SAS disk or equivalent, with fault tolerance.	2
24.	Management port: 10Gb 2-port Base-T LOM	1
25.	Operating system: opensource Linux (CentOS or Ubuntu).	1
26.	Power supply: Redundant, hotswap energy efficient (minimum 90 %).	1
27.	Toolless Slide Rail kit v2	1
28.	System Management: Advanced failure analysis support for CPU, HDD, power supply, fans, LED diagnostics, automatic restart and management port.	
29.	<b>GPU Node with the following configuration or higher</b>	1
30.	CPU: Intel Xeon Gold 5218R 20C 125W 2.1GHz Processor, 16 cores or higher with 32 threads or higher	2
31.	Chassis 2 U Rack Mountable with 8, 16 or 24 Bays.	
32.	NVIDIA A100 80GB card	1-2
33.	Ethernet Adapter 10GBASE-T 2-port + 5720 1GbE 2-port OCP	1
34.	Management port: 10Gb 2-port Base-T LOM	1
35.	Power supply: Redundant, hotswap energy efficient (minimum 90 %).	1
36.	Operating system: opensource Linux (CentOS or Ubuntu).	1
37.	Hard disk storage: minimum 10 TB SAS disk or equivalent, with fault tolerance.	1
38.	Power supply: Redundant, hotswap energy efficient (minimum 90 %).	1
39.	Necessary power cables, network cables and other accessories.	1
40.	Fans: redundant and hotswap	1
41.	System Management: Advanced failure analysis support for CPU, HDD, power supply, fans, LED diagnostics, automatic restart and	1

	management port.	
42.	Network switch: 16 port 10G Switch proposed to be L2 Manageable and appropriate length cable to be provided.	Sufficient quantity
43.	42 U Rack, 19" adopter kit/loops, glass door/metal door	1
44.	Warranty should be 3 years parts, 3 years labour, 3 years onsite Support.	1
45.	Cluster Management Software: (Opensource)	1
46.	Workload Management Software: (Opensource)	1
47.	<p>The OEM / partner should be in the HPC business for the last 5 years in India and should have fully operational office from min 5-years. Please submit documentary evidence for the same. The Source of all items shall be either from our country or from the countries who have a good heritage on cybersecurity and amicable to our country. Bidder should be financially sound to execute the order i.e., Bidder should have annual turnover of average of Rs.10Crore in last three Financial Year. OEM should have a registered office in India from last five years. Bidder should be an overall profitable organization from last three financial year.</p> <p>The institute reserves the right of accepting or rejecting any quotation without assigning any reason thereof. Quotation should contain Authorization Letter from OEM.</p> <p>Compute OEM should have minimum 5 entries in latest Top 500 super computer list Top500.org. OEM should have physical presence in India with registered service &amp; sales office in India since last 3 years</p> <p>Severs supplied should be with factory integrated.</p> <p>OEM should have net positive worth for last 2 years.</p>	



## **CHAPTER 6**

### **GENERAL CONDITIONS OF CONTRACT**

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## **6.1** **Definitions**

6.1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "**Contract**" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

- (b) "**Contract Documents**" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "**Contract Price**" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) "**Day**" means calendar day.
- (e) "**Completion**" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "**GCC**" means the General Conditions of Contract.
- (g) "**Goods**" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) "**Related Services**" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (i) "**SCC**" means the Special Conditions of Contract.
- (j) "**Subcontractor**" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) "**Supplier**" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) **The "Institute"** means the National Institute of Pharmaceutical Education and Research (NIPER), working under the Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers of the Govt. of India having its office at New Delhi, India and the "Purchaser" means NIPER Guwahati, Assam
- (m) "**The final destination,**" where applicable, means the place named in the SCC.

## **6.2 Contract Documents**

6.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

## **6.3 Fraud and Corruption**

6.3.1 The purchaser requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels; and

(iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(b) The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

#### **6.4 Joint Venture, Consortium or Association**

6.4.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

#### **6.5 Scope of Supply**

6.5.1 The Goods and Related Services to be supplied shall be as specified in Chapter 4 i.e. Specifications and allied technical details.

#### **6.6 Suppliers' Responsibilities**

6.6.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

#### **6.7 Contract price**

6.7.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

#### **6.8 Copy Right**

6.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**6.9 Application**

6.9.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

**6.10 Standards**

6.10.1 The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

**6.11 Use of Contract Documents and Information**

6.11.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

6.11.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

6.11.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

**6.12 Patent Indemnity**

6.12.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub- Clause 2.12.2 indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) The installation of the Goods by the Supplier or the use of the Goods in India; and
- (b) The sale in any country of the products produced by the Goods.

6.12.2 If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

### **6.13 Performance Security**

6.13.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.

6.13.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.13.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India. For the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

6.13.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.

6.13.5 The Performance security shall be in one of the following forms:

(a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents.

Or

(b) A Banker's cheque or Account Payee demand draft in favor of the purchaser.

Or

(c) A Fixed Deposit Receipt pledged in favor of the Purchaser.

6.13.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

6.13.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

6.13.8 The order confirmation should be received within 15 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

**6.13.9 "The Bank Guarantee issued by the bank must be routed through SFMS platform as per following details:**

**1. MT 760/MT 760COV for issuance of Bank Guarantee.**

**2. MT 760/MT 767COV for amendment of Bank Guarantee.**

**The above message/ intimation shall be sent through SFMS (indicating the contract number) by the Bank Guarantee issuing bank branch to HDFC Bank, Adabari Branch; IFSC-HDFC0009310; Swift code- HDFCINBBCAL; Branch Address- AdabariTinali; UN Enclave, Guwahati-781012."**

#### **6.14 Inspections and Tests**

6.14.1 The inspections & test, training required would be as detailed in Chapter-4 of the Bidding Document relating to Specification and Allied Technical details.

#### **6.15 Packing**

6.15.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.

Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

6.15.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

#### **6.16 Delivery and Documents**

6.16.1 Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC..

6.16.2 The terms FOB, FCA, CIF, CIP etc. shall be governed by the rules prescribed in the current edition of the Inco terms published by the International Chambers of Commerce, Paris.

6.16.3 The mode of transportation shall be as specified in SCC.

### **6.17 Insurance**

6.17.1 Should the purchaser elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

6.17.2 Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.

6.17.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser.

6.17.4 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

### **6.18 Transportation**

6.18.1 Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.

6.18.2 Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

6.18.3 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

### **6.19 Incidental Services**



6.19.1 The supplier may be required to provide any or all of the services, including training, if any, specified in chapter 6.

## **6.20 Spare Parts**

6.20.1 The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
  - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

## **6.21 Warranty**

6.21.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

6.21.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

6.21.3 Unless otherwise specified in the SCC, the warranty shall remain valid for Thirty Six (36) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.

6.21.3 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

6.21.4 Upon receipt of such notice, the Supplier shall, within a reasonable period of \_\_\_\_\_ time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

6.21.5 If having been notified, the Supplier fails to remedy the defect within a reasonable period of \_\_\_\_\_ time, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which \_\_\_\_\_ the Purchaser may have against the Supplier under the Contract.

6.21.6 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.

## **6.22 Terms of Payment**

6.22.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.

6.22.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfilment of other obligations stipulated in the contract.

6.22.3 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier.

6.22.4 Payment shall be made in currency as indicated in the contract.

### **6.23 Change Orders and Contract Amendments**

6.23.1 The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipping or packing;
- (c) The place of delivery; and/or
- (d) The Services to be provided by the Supplier.
- (e) The delivery schedule.

6.23.2 If any such change causes an increase or decrease in the cost of, or the time enquired for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

6.23.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

### **6.24 Assignment**

6.26.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

### **6.25 Subcontracts**

6.25.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract

### **6.26 Extension of time.**

6.26.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

6.26.2 If at any time during performance of the Contract, the OEM or its AGENTS should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

6.26.3 Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

#### **6.27 Penalty clause**

6.27.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

#### **6.28 Termination for Default**

6.28.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

6.28.2 In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- (a) The Performance Security is to be forfeited;

- (b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- (c) However, the supplier shall continue to perform the contract to the extent not terminated.

### **6.29 Force Majeure**

6.29.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

6.29.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

6.29.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.29.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

### **6.30 Termination for Insolvency**

6.30.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

### **6.31 Termination for Convenience**

6.31.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

6.31.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

### **6.32 Settlement of Disputes**

6.32.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

6.32.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. .

6.32.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director NIPER Guwahati and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- (b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

6.32.4 The venue of the arbitration shall be the place from where the purchase order or contract is issued.

6.32.5 Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser shall pay the Supplier any monies due the Supplier.

### **6.33 Governing Language**

6.33.1 The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

#### **6.34 Applicable Law**

6.34.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

#### **6.35 Notices**

6.35.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified in the SCC.

6.35.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### **6.36 Taxes and Duties**

6.36.1 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

6.36.2 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

6.36.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

**6.36.4 All payments due under the contract shall be paid after deduction of statutory levies (at source) (like TDS etc.) wherever applicable.**

6.36.5 Excise **Duty** – If the supply is within India, this institute is exempted from payment of Excise Duty as per notification No.10/97 – Central Excise, dated 1<sup>st</sup> March, 1997.

**Customs Duty** – If the supply is from abroad this Institute is permitted to import goods as per notification No.51/96 – Customs and pay a concessional duty up to 5% as per notification 24/2002 – Customs on all imports.

#### **6.37 Right to use Defective Goods**

6.37.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

#### **6.38 Protection against Damage**

6.38.1 The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site as under:

- (a) Voltage 230 volts – Single phase/ 415 V 3 phase (+\_ 10%)
- (b) Frequency 50 Hz.

### **6.39 Site preparation and installation**

6.39.1 The Purchaser is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of award/contract.

### **6.40 Integrity Pact**

6.40.1 As per directive of the Central Vigilance Commission all organizations including NIPERs have to adopt an Integrity pact (IP) to ensure transparency, equity and competitiveness in major Public procurement activities. The integrity pact envisages an agreement between the prospective bidders/vendors with the buyer committing the persons/officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. Only those bidders/vendors who are willing to enter in to such an integrity pact with the Purchaser would be competent to participate in the bidding.

6.40.2 IP also envisages Panel of Independent External Monitors (IEMs) which shall be provided/recommended by NIPER Guwahati.

6.40.3 The integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.

6.40.4 The SCC shall specify whether there is a need to enter into a separate integrity pact or not. The model format of integrity pact (IP) is at Chapter-8.

### **6.41 Import and Export Licenses**

6.41.1 If the ordered materials are covered under restricted category of EXIM policy in India the Vendor / Agent may intimate such information for obtaining a necessary license in India.

6.41.2 If the ordered equipment is subject to Vendor procuring an export license from the designated government agency / country from where the goods are shipped / sold, the vendor has to mention the name, address of the government agency / authority. The vendor must also mention the time period within which the license will be granted in normal course.

### **6.42 Risk Purchase Clause**

6.42.1 If the supplier fails to deliver the goods within the maximum delivery period specified in the contract or Purchase Order, The purchaser may procure, upon such terms and in such a manner as it deems appropriate, Goods or Services similar to those undelivered and the

Supplier shall be liable to the purchaser for any excess costs incurred for such similar goods or services.

6.43 **Order Acceptance**

The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1.16.9 of ITB.

**CHAPTER 7**

**Special conditions of contract (SCC)**

**The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.**

GCC 6.1.1(l)	The Purchaser is: The Director, NIPER-Guwahati, SilaKatamur, Halugurisuk, Changsari, Kamrup (R), Assam 781101, India.
GCC 6.1.1(m)	The Final Destination is: NIPER-Guwahati, SilaKatamur, Halugurisuk, Changsari, Kamrup (R), Assam 781101, India.
GCC 6.13.1	The amount of the Performance Security shall be 3 % of the contract value.
GCC 6.15.2	<p>The marking and documentation within and outside the packages shall be:</p> <p>(a) Each package should have a packing list within it detailing the part No(s), description, quantity etc.</p> <p>(b) Outside each package, the purchase order No., the name and address of the purchaser and the final destination should be indicated on all sides and top.</p> <p>(c) Each package should be marked as 1/x, 2/x, 3/x.....x/x, where "x" is the total No. of packages contained in the consignment.</p> <p>(d) All the sides and top of each package should carry an appropriate indication/label/stickers indicating the precautions to be taken while handling/storage.</p>
GCC 6.16.1	Details of Shipping and other Documents to be furnished by the Supplier are :



	<p><u>For goods manufactured within India</u></p> <p>Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX.</p> <p>(a) Two copies of Supplier's Invoice indicating, <i>inter-alia</i> description and specification of the goods, quantity, unit price, total value;</p> <p>(b) Packing list;</p> <p>(c) Certificate of country of origin;</p>
GCC 6.16.1	<p>(d) Insurance certificate, if required under the contract;</p> <p>(e) Railway receipt/Consignment note;</p> <p>(f) Manufacturer's guarantee certificate and in-house inspection certificate;</p> <p>(g) Inspection certificate issued by purchaser's inspector, if any;</p> <p>and</p> <p>(h) Any other document(s) as and when required in terms of the Contract.</p> <p>Note:</p> <p>01. <b>The nomenclature used for the item description in the Invoices (s), packing list(s) and the delivery note(s) etc. Should be identical to that used in the contract. The Dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).</b></p> <p>02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses any;</p> <p><u>For goods manufactured abroad</u></p> <p>Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by</p>

Registered Post/courier and copies thereof by email.

- (a) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;
- (b) Packing list;
- (c) Certificate of country of origin;
- (d) Manufacturer's guarantee and Inspection certificate;
- (e) Inspection certificate issued by the Purchaser's Inspector, if any;
- (f) Insurance Certificate, if required under the contract;
- (g) Name of the Vessel/Carrier;
- (h) Bill of Lading/Airway Bill;
- (i) Port of Loading;
- (j) Date of Shipment;
- (k) Port of Discharge & expected date of arrival of goods; and
- (l) Any other document(s) as and when required in terms of the Contract.

Note:

01. **The nomenclature used for the item description in the Invoices(s), packing list(s) and the delivery note(s) etc. Should be identical to that used in the contract. The dispatch particulars including the name of the Transporter should also be mentioned in the Invoice(s).**
02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses

GCC 6.16.3	<p>In case of supplies from within India, the mode of transportation shall be by Air/Rail/Road.</p> <p>In case of supplies from abroad, the mode of transportation shall be by Air/Ocean</p>
GCC 6.17.1	The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion.
GCC 6.21.3	The period of validity of the Comprehensive Warranty shall be Three years (36) months from the date of acceptance and two more successive years for Annual maintenance Contract.
GCC6.22.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><u>Payment Terms: As a matter of policy being a Government institution no advance payments can be made to suppliers. The following payment terms may please be noted:</u></p>
GCC 6.22.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><u>Payment Terms: As a matter of policy being a Government institution no advance payments can be made to suppliers. The following payment terms may please be noted:</u></p> <p>For imported items: A letter of credit will be established for 100% value with the following stipulations:</p> <ul style="list-style-type: none"> <li>(I) (I) 80% payment will be released against physical delivery of items at NIPER- Guwahati in good condition.</li> <li>(II) 20% balance payment deducting Indian agency commission component after satisfactory installation, commissioning, demonstration, training etc., acceptance by user department/institute, after watching performance for 30 days and receipt of performance security to cover warranty obligation.</li> </ul> <p>The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. Payment of local currency portion shall be made in</p>

	<p>Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FGOB/FCA value.</p> <p><u>Payment for Goods and Services supplied from India:</u></p> <p>The payment shall be made in Indian Rupees, as follows:</p> <p>(a) After shipment eighty (80) percent of the Contract Price</p> <p>shall be paid on receipt of the Goods in good condition and upon submission of the documents specified in GCC Clause 16.1</p> <p>(b) On Acceptance: The remaining twenty (20) percent of the</p> <p>Contract value shall be paid to the Supplier within thirty</p> <p>(30) days after the date of the acceptance certificate issued</p> <p>by the Purchaser subject to submission of performance</p> <p>security, if any.</p> <p><b>Note:</b></p> <p><b>All payments due under the Contract shall be paid after deduction of statutory levies at source (like TDS, etc.), wherever applicable.</b></p>
GCC 6.27.1	The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning.
GCC 6.27.1	The maximum amount of penalty shall be 10%
	The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.
GCC 6.36.1	The place of jurisdiction is Guwahati, India.
GCC 6.35.1	For notices, the Purchaser's address is
	The Director Attention: Purchase Officer Location: NIPER Guwahati, SilaKatamur, Halugurisuk, Changsari, Kamrup (R), Assam 781101, India.
GCC 6.35.1	Electronic mail address: <a href="mailto:director@niperguwahati.ac.in">director@niperguwahati.ac.in</a> <a href="mailto:purchase@niperguwahati.ac.in">purchase@niperguwahati.ac.in</a>
GCC 6.40.3	The integrity pact is not to be signed. However, efforts must be made to

	realize the objectives & spirits thereof.
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**CHAPTER 8**

**Price Schedule Forms**

**Table of Contents**

<b><u>Sl. No.</u></b>	<b><u>Type of Price Schedule Form</u></b>
8.1	Price schedule for Goods offered from India
8.2	Price schedule for Goods being Offered from abroad

**Note: The bidder may fill in the appropriate Price Schedule Form and enclose with the bidding documents as per Clause 1.10 and 1.18.3 of the bidding documents. i.e. to be enclosed with the technical bid**

**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA (Commercial bid)**

Name of the Bidder \_\_\_\_\_

Tender No. \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11
Sl. No.	Item Description	Country of origin	Unit	Quantity	Unit Price	GST (In Rs.), if applicable	Packing & forwarding & Transportation, Insurance and all other charges up to station of dispatch, If any	Installation, commissioning and training charges, if any	Total Price (6+7+8+9)	AMC for 6 and 7 years shall be quoted in percentage of the total value

Total Bid price in Indian Words \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

**Note :**

- (a) The cost of optional items shall be indicated separately.
- (b) Cost of Spares, if any \_\_\_\_\_

**Note :** To Compare the cost with other competitive suppliers the suppliers are expected to offer FOR-NIPER Guwahati All-inclusive cost It is not possible either for Supplier or FOR the institute add any price component after opening the commercial bids. In case of no indication given the quoted rate would be treated as FREE delivery (All-inclusive cost up to NIPER-G) Supplier ,may please note this condition.



**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD (Commercial bid)**

Name of the Bidder \_\_\_\_\_

TENDER No. \_\_\_\_\_

1	2	3	4	5	6*		7*		8*		9*		10	11
Sl. No.	Item Description	Country of origin	Unit	Quantity	Unit price		Total price (5x6)		Charges for Insurance & transportation to port//place of destination	Total price (7+8)		Indian Agents Commission as a percent of FOB /FCA price included in the Quoted price	Appx. Shipment weight and volume	
					FOB (named port of shipment)	FCA (named place of delivery)	FOB (named port of shipment)	FCA (named place of delivery)		CIF	CIP			
									Ocean	Air				

**Note:**

Currency \_\_\_\_\_

Total Bid price in foreign currency \_\_\_\_\_

in words

(a) Indian agents name & address \_\_\_\_\_

(b) Installation, commissioning & training charges,

Signature of Bidder \_\_\_\_\_

if any \_\_\_\_\_

Name \_\_\_\_\_

(c) Cost of Spares, if any \_\_\_\_\_

Business Address \_\_\_\_\_

(d) The Indian agent's commission shall be paid in Indian Rupees

Only based on the Exchange Rate prevailing on the date of

Negotiation of documents in accordance with clause 22.1 of GCC.

(e) The cost of optional items shall be indicated separately.

**Note :** To Compare the cost with other competitive suppliers the suppliers are expected to offer FOR-NIPER Guwahati (**All inclusive cost**) It is not possible either for Supplier or FOR the institute add any price component after opening the commercial bids. In case of no indication given the quoted rate would be treated as FREE delivery (All inclusive cost up to NIPER-G) Supplier ,may please note this condition.

## **CHAPTER 9**

### **Other Standard Forms**

**(To be enclosed as indicated below)**

#### **Table of Contents**

<b><u>Sl. No.</u></b>	<b><u>Name</u></b>
01.	Bidder Information Form (to be enclosed with the technical bid)
02.	OEM form (to be enclosed with the technical bid)
03.	Manufacturers' Authorization Form (to be enclosed with the technical bid)
06.	Bid Declaration Form (to be enclosed with the technical bid)
05.	Performance Statement Form (to be enclosed with the technical bid)
06.	Deviation Statement Form (to be enclosed with the technical bid)
07.	Service Support Detail Form (to be enclosed with the technical bid)
08.	Bid Form (to be enclosed with the priced bid)
09.	Performance Security Form (to be enclosed with the technical bid)
10	Acceptance Certificate Form (to be enclosed with the technical bid)
11.	Integrity Pact (to be enclosed with the technical bid)
12.	Format of Letter of Authority for participating in bid opening.

**Note : Please refer clause 1.9.1 of the bidding documents for other documents to be attached with the bids/offers.**

**Bidder Information Form**

(a) *[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation for bids]*

Page 1 of \_\_\_\_\_ pages

01.	Bidder's Legal Name <i>[insert Bidder's legal name]</i>
02.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
03.	Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
06.	Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
05.	Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
06.	Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i>  Address: <i>[insert Authorized Representative's Address]</i>

	<p>Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i></p> <p>Email Address: <i>[insert Authorized Representative's email address]</i></p>
07.	<p>Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p>Articles of Incorporation or Registration of firm named in 1, above.</p>

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

**MANUFACTURERS' AUTHORIZATION FORM**

***[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]***

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation For Bids]*

To: *[insert complete name and address of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 21 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**OEM Form**

***(To be Printed on Companys Letter Head)***

To

The Director

National Institute of Pharmaceutical Educational Research-Guwahati

Ref: Bid Reference No.:

We, ..... , who are proven and reputable Manufacturer/of ..... (Name and description of the goods offered in the Bid) having factories/office at ..... to submit a Bid, against your requirement as contained in the above referred Bidding Documents for the above goods manufactured by us. We further confirm that no supplier or firm or individual is authorized to submit a Bid, against your requirement as contained in the above referred Bidding Documents for the above goods manufactured by us.

We also hereby extend our full warranty of \_\_\_\_\_ from acceptance of goods by Purchaser as per Clause 6.21 of General Terms & Conditions of contract. We further confirm that we shall continue to supply spare parts, for 03 years after guarantee/warranty.

Yours faithfully, [Signature with date,  
name and designation]

**BID DECLARATION FORM**

**(To be Printed on Letter Head and Enclosed with Technical Bid)**

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/ We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or(ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
  
- c) I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
  
- d) Signed: \_\_\_\_\_ (insert signature of person whose name and capacity are shown)  
In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: \_\_\_\_\_ (insert complete name of person signing he Bid Securing Declaration)  
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

**PERFORMANCE STATEMENT FORM**



**(For a period of last 3 years)**

**Name of the Firm.....**

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactorily? (Attach a certificate from the purchaser /Consignee)	Contact person along with Telephone No., FAX No. and e-mail address

Signature and Seal of the manufacturer/Bidder .....

Place :

Date :

**DEVIATION STATEMENT FORM**

The following are the particulars of deviations from the requirements of the tender specifications:

Sl. No.	Name of Specifications / Parts / Accessories of Tender Enquiry	Specifications of Quote Model / Part / Accessory	Compliance Whether Yes or No	Deviation, if any to be indicated in unambiguous terms (The compliance / Deviation should be supported by relevant Technical Literature)	Technical Justification for the Deviation, if any. If specification is superior / inferior than asked for in the enquiry, it should be clearly brought out in the justification
	<b>Technical deviations</b>  <b>Commercial deviations</b>				

**Signature of Bidder**

- ✓ If the bidder offers more than one model, then the Compliance Statement must be enclosed for each and every model separately.
- ✓ The technical and commercial deviations should be indicated separately.
- ✓ If the bidder fails to enclose the compliance statement, his bid is likely to be rejected.

Place:

Date:

Signature and seal of the  
Manufacturer/Bidder

**NOTE:**

- 1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

**SERVICE SUPPORT DETAIL FORM**

Sl. No.	Nature of training Imparted	List of similar type of equipments serviced in the past 3 years	Address, Telephone Nos. , Fax Nos and e-mail address

Signature and Seal of the manufacturer/Bidder.....

Place :

Date :

**Bid Form**

a) *[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation for Bids]*

Invitation for Bid No.: *[insert No of IFB]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services];*

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*

(d) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 26.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 41 and GCC Clause 13 for the due performance of the Contract;
- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**PERFORMANCE SECURITY FORM**

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,  
The Director,  
NIPER-Guwahati

WHEREAS .....(name and address of the supplier) (here in after called "the supplier") has undertaken, in pursuance of contract no. .... dated .....to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and

the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... Day of ....., 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

**Note: "The Bank Guarantee issued by the bank must be routed through SFMS platform as per following details:**

- 1. MT 760/MT 760COV for issuance of Bank Guarantee.**
- 2. MT 760/MT 767COV for amendment of Bank Guarantee.**

**The above message/ intimation shall be sent through SFMS (indicating the contract number) by the Bank Guarantee issuing bank branch to HDFC Bank, Adabari Branch; IFSC-HDFC0009310; Swift code- HDFCINBBCAL; Branch Address- AdabariTiniali; UN Enclave, Guwahati-781012."**



**ACCEPTANCE CERTIFICATE FORM**

No.

Dated

M/s.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: Certificate of commissioning of equipment

-----

01. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para 2). The same has been installed and commissioned.

(a) Purchase Order No. \_\_\_\_\_ Date \_\_\_\_\_

(b) Description of the equipment \_\_\_\_\_

(c) Name of the consignee \_\_\_\_\_

(d) Scheduled date of delivery of the consignment to the Lab./Instts. \_\_\_\_\_

(e) Actual date of receipt of consignment by the Lab./Instts. \_\_\_\_\_

(f) Scheduled date for completion of installation/commissioning\_\_\_\_\_

(g) Training Starting Date \_\_\_\_\_

(h) Training Completion Date \_\_\_\_\_

(i) Names of People Trained \_\_\_\_\_

(j) Actual date of completion of installation/commissioning\_\_\_\_\_

(k) Penalty for late delivery (at Lab./Instts. level)Rs.\_\_\_\_\_

(l) Penalty for late installation (at Lab./Instts. level Rs.\_\_\_\_\_

Details of accessories/items not yet supplied and recoveries to be made on that account:

**Sl. No.** **Description**

**Amount to be recovered**

02. The acceptance test has been done to our entire satisfaction. The supplier has fulfilled his contractual obligations satisfactorily

or

The supplier has failed to fulfil his contractual obligations with regard to the following:

(a) .....

(b) .....

(c) .....

(d) .....

The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at Sr. No. 3.

For Supplier

For Purchaser

Signature .....

Signature.....

Name .....

Name.....

Designation .....

Designation.....

Name of the firm.....

Name of the .....

Lab./Instt.

Date .....

Date.....

**Format of the Integrity Pact**

**INTEGRITY PACT**

Between

National Institute of Pharmaceutical Education and Research (NIPER) Guwahati hereinafter referred to as "The Principal".

And

.....herein referred to as "The Bidder/ Contractor."

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for .....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The Principal will exclude from the process all known prejudiced persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

## **Section 2 – Commitments of the Bidder(s)/Contractor(s)**

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.
  - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future Contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex -"B".

### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings."

### **Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors**

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director, NIPER Guwahati.

- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Director, NIPER Guwahati within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Director, NIPER Guwahati.
- (8) The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Director, NIPER Guwahati.

### **Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. New Delhi
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal) (Office Seal)

Place.....

..

Date.....

Witness 1:

(Name & Address): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness 2:

(Name & Address): \_\_\_\_\_



**Format of Letter of Authority for participating in bid opening**

**(On the letter head of the bidder)**

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

**Subject: Authorization letter for participants in the bid opening process**

To \_\_\_\_\_

\_\_\_\_\_

(Name & Address of the Purchaser)

Sir

With reference to your invitation for bid No. \_\_\_\_\_ dated \_\_\_\_\_, we wish to inform you that we have participated in the bidding process and have submitted bid bearing Ref. No. \_\_\_\_\_ dated \_\_\_\_\_.

In line with your requirement, we hereby authorise Sh/Smt. \_\_\_\_\_ to participate in the bid opening process scheduled on \_\_\_\_\_ at \_\_\_\_\_ hrs (IST) in your premises. A copy of the identity of the representative is attached duly certified by the undersigned.

Thanking you

Yours faithfully,

(Signature of the bidder with seal)